

Mississippi Bend AEA (AEA #9)

Prof. Staff Org.

7/1/2004 6/30/2007



2004 - 2007 Master Contract

Between

*Professional Staff
Organization
and*

*Mississippi Bend Area
Education Agency*

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ARTICLE I – PREAMBLE

THE BOARD OF DIRECTORS OF MISSISSIPPI BEND AREA EDUCATION AGENCY (AEA 9), hereinafter referred to as the “Board”, and the PROFESSIONAL STAFF ORGANIZATION of the Mississippi Bend Area Education understandings with respect to the employment of the Board of employees represented by the PSO which they desire to confirm in this Agreement, hereby agree as follows:

ARTICLE II - RECOGNITION

The Board recognized the PSO as the exclusive bargaining agent for all full-time and regular part-time professional employees of the Board, excluding administrators, managerial employees, supervisors and all other employees by Section 4 of Chapter 20 of the Code of Iowa and all other employees.

ARTICLE III - DEFINITIONS

The following definitions shall apply in the interpretation of this Agreement:

- a. “Board”: Board of Directors of Mississippi Bend Area Education Agency (AEA 9).
- b. “Employee”: A person employed by the Board and recognized by this Agreement to be within the bargaining unit as defined in Article II. For the purpose of leave policies and fringe benefits, employee shall mean an individual who is either contracted or hired by the Agency to perform work and has actually performed work on behalf of the Agency.
- c. “PSO”: The Professional Staff Organization of the Mississippi Bend Area Education Agency.
- d. “Full-Time Employee”: An employee contracted to perform services and normally performing services on behalf of the Board of at least forty (40) hours per week.
- e. “Part-Time Employee”: All staff working less than full-time are identified as part-time. Part-time staff shall accrue seniority from date of hire and continuous employment and shall move one step annually on the salary schedule as applicable. In the event a full time position becomes open, qualified part-time employees may sign the posting within the posting time period. The position will be given to the most senior part-time employee who signed the posting.
- f. “Probationary Employee”: A tenured employee who, as a result of the evaluation procedure has been placed on probation by the Administrator.
- g. “Administrator”: The Administrator of the Mississippi Bend Area Education Agency designated by the Board.
- h. “AEA”: The Mississippi Bend Area Education Agency (AEA 9).

ARTICLE IV – BOARD RIGHTS

The parties hereby agree that:

The Board, on its own behalf and on behalf of its electors, retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws in the constitution of the State of Iowa, including but not limited to, Section 7 of the 1975 Public Employment Relations Act, and the United States.

It is also expressly recognized and agreed by the parties that the Board has and will continue to retain the exclusive right and responsibility to operate and manage the Agency and its programs, facilities, property and the work activities of its employees, including but not limited to:

- The right to enforce the rules and regulations now in effect and to modify or establish new rules and regulations.
- The right to direct all of the Agency's workforce including the right to hire, promote, suspend, demote, discharge, discipline, lay off or transfer employees.
- The right to create, combine, modify or eliminate any professional position.
- The right to eliminate any department as deemed necessary by the Board.
- The right to determine the size or composition of the working force, the allocation and assignment of duties to employees, the determination of the policies affecting selection of employees, the establishment of standards and evaluation of employee performance and the determination of the competence and qualification of the employees.
- The right to introduce new or improved operations, departments or work practices and to terminate or modify existing operations, department or work practices.
- The right to determine and take necessary actions in situations of emergency.
- The right to utilize temporary, provisional part-time or seasonal employees when deemed necessary.
- The right to make and alter rules and regulations concerning the conduct of its business and of its employees.
- The right to subcontract or contract out work when deemed necessary.
- The right to determine the location of the facilities and/or close old facilities.
- The Board shall have the exclusive right to exercise the aforementioned rights except where expressly altered by the terms and conditions of the Agreement.

ARTICLE V – ASSOCIATION RIGHTS

- a) Use of Facilities. The Board agrees that the PSO may have the use of Agency facilities at reasonable times and places for authorized Association activities. The PSO shall make prior reservations for the use of facilities and all such meetings shall be held during non-working hours and in a manner that will not disrupt the Agency's program of service and instruction.
- b) Use of Equipment and Supplies. The Board agrees that the PSO may have the use of that Agency equipment which is designated by the Administrator or his designee by mutual agreement of the parties. PSO may also use designated Agency supplies. In return, PSO agrees to keep and forward to the Director of Administrative Services a completed and accurate record of all supplies and pay for the reasonable cost thereof.
- c) PSO Communication. The Board agrees to provide PSO use of a bulletin board in designated locations at all Agency facilities. Said bulletin board shall be used for posting notices authorized by PSO and relating to legitimate association business, excluding announcements of a political nature.

The Board further agrees that the PSO shall have the use of Agency mail services and employee mailboxes to distribute authorized written information concerning membership, PSO elections, recreational activities, collective bargaining and grievance processing excluding announcements of a political nature. Whenever possible, the Administrator or his designee shall receive a copy of said information prior to its dissemination.

- d) Access to Members. Authorized representatives of PSO or affiliated organizations shall have access to PSO members on Agency premises during non-working hours and/or times which do not disrupt the Agency's programs of services and instruction for the conduct of association business.

Whenever possible the authorized representative shall identify himself and the nature of his business to the administrator in charge of the facility prior to gaining access.

The PSO agrees to forward to the Agency a list of officers, designated building representative and/or grievance representative by September 25, of each year, or as soon thereafter as possible, and each year thereafter. The PSO further agrees that should a vacancy in any of the above mentioned office occur, they shall within ten (10) days transmit to the Agency the name of the duly elected or appointed successor.

Dues Deduction.

- a) Deduction. Upon receipt of a properly executed written authorization from an employee, the Board shall make semi-monthly deductions during the term of this Agreement, or until such authorization is revoked by giving of thirty (30) days written notice, for the regular monthly PSO membership dues of such employee,

in an amount in accordance with the Constitution or By-Laws of the PSO, and shall remit such deductions to the person designated by the PSO in writing to receive the same. The authorization provided for by this section shall conform to all applicable federal and state laws. Written authorization must be received by the Board no later than October 10 in order to permit deduction for dues in accordance with this Section for the fiscal year then in effect. Such deductions shall be made from each payroll, commencing with the last payroll in October and continuing through the first payroll in June. The PSO shall refund to the Board or to the employee any dues which may be deducted erroneously or any monies which may be remitted erroneously to the PSO.

- b) Indemnification. The PSO agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, suits, orders, judgments, cost or other forms of liability resulting from any action taken or not taken by the Board arising out of the application of the provisions of this Section.

ARTICLE VI – WAGES, SALARIES AND OTHE COMPENSATION

Section 1. Salary. The basic mode of computation for full-time employees covered by this Agreement is set forth in Appendixes B, C, and D attached hereto and by this reference incorporated herein. Full-time employees contracted for days in excess of the number indicated in Appendix B will be paid on the per diem rate based upon the contract days for their job classification. The specific contract days shall include two (2) paid holidays, which shall be Thanksgiving and New Years. The basic salary of part-time employees shall be used on a percentage of the per diem rate of the salary which would be paid if such employees were a full-time employee.

Section 2. Supplemental Employment. The rate of supplemental pay shall be computed at a per hour rate on the basis of the employee's position on the immediately preceding fiscal year's salary schedule. Personnel shall be selected by the administration on the basis of their professional qualification.

Section 3. Professional Work Responsibilities.

- a) Workday. It is recognized that employees are contracted for a professional service that does not generally lend itself to a specifically defined day. Therefore, they shall accept the responsibility for the completion of their days' workload as demanded by their professional assignment. However, each employee shall complete eight (8) hours in each workday. Employees working in a "closed lunch" situation shall; with the agreement of their supervisor have the option of a daily unpaid duty free lunch period at a time mutually agreed to by the parties.
- b) Work Year. The normal work year is as specified in Appendix B attached hereto. It is agreed that certain employees require flexible scheduling of their contract work year to fully satisfy the demands of their positions. Said flexible scheduling shall include but not be limited to adjustments to comply with specific school schedules, approved employee

education programs, and inservice training. Flexible scheduling shall not be used to amend or supplement other leave policies authorized by this agreement or the policies of the AEA or to shorten the length of the individual contract. All staff will complete the required number of workdays under the definition in (a) above.

- c) Other Assigned Duties. Attendance at work-related activities at the direction of the Administrator or his designee which occur other than in the normal workweek shall be credited as workdays.

Section 4. Salary Schedule Placement. Initial placement and/or advancement on the salary schedule, shall be based on;

- a) Any employee who holds a program required 45 hour or greater Master's degree will be placed on the M.A. + 15 lane.
- b) Any employee who holds a program required 60 hour or greater Master's degree will be placed on the M.A. + 30 lane.
- c) Professional Experience:
 1. The agency shall grant up to and including 10 full years of related professional experience.
 2. Additional professional experience may be granted by the Chief Administrator with Board approval when necessary to fill a position.
 3. Related part-time work experience will be credited toward salary level placement and will be determined as follows:
 - a) all approved hours worked less than full-time will be added together
 - b) this total will be divided by 1600 hours (200 days x 8 hours) or 1520 hours (190 days x 8 hours)
 - c) the number of years granted will be equal to the quotient. Any fraction of a year greater than 60% will count as one year.
 4. All credited experience must be verified in writing by previous employers prior to the employee receiving any salary from Mississippi Bend Area Education Agency.
 5. Additional experience will be granted to employees who return to the Agency for employment after an extended absence. They will be granted their previous years of experience earned while working at Mississippi Bend Area Education Agency.
- d) Academic Preparation:
 1. The agency will pay for academic degrees that it deems necessary for the position. The agency will place a new employee on MA+15 or MA +30 based upon a program of licensure.
 2. No salary will be paid to any staff member without appropriate licenses and transcripts on file with the agency. Salary adjustment must be made prior to 15 September of any given year and must be verified by official transcript.

- e) The beginning row for Occupational Therapists is Row 5. Effective 1 July 2000 all Physical Therapists will be hired on Salary Schedule Appendix C. Existing Physical Therapist employees will remain on the existing Physical Therapist Salary Schedule. Effective 1 July 2000 all Physical Therapists will be hired on Salary Schedule Appendix C. Existing Physical Therapist employees will remain on the Salary Schedule D.
- f) No retroactive pay will be granted as the result of lane advancement under this new language.

Section 5. Individual Contacts. The Agency at the discretion of the Administrator may assess any employee who requests release from an individual contract after July 1 of any year and/or during the actual work year up to \$300 to cover the actual cost of acquiring a replacement.

Section 6. The parties agree to distribute all "Phase II" monies via a salary index. Staff employed by the Agency after the third Friday in September of each school year will be ineligible for "Phase II" monies.

Section 7. Mileage Reimbursement. The Agency shall reimburse employees at \$.26 per mile for actual miles traveled while in the performance of assigned duties for the Mississippi Bend Area Education Agency.

ARTICLE VII – INSURANCE

All full-time employees shall receive the following benefits upon written application in the form prescribed by the Administrator. Part-time staff shall receive pro-rata share of all benefits except health and dental insurance. In order to receive pro-rata share of health and dental insurance part-time staff must work at least 50% of the contract time of an equivalent full-time position.

- a) Health Insurance. The Agency agrees to pay 100% of the cost of a single premium for health insurance. Coverage will meet those insurance programs presently in effect, subject to section (c) below. The Agency agrees to contribute the difference between the cost of a single premium and a dependent premium per month to a cafeteria plan to be used to purchase dependent medical insurance or as the employee chooses.
- b) Group term insurance (\$50,000) and group disability insurance (LTD) as adopted annually by the Board. Coverage will meet those insurance programs presently in effect, subject to subsection (c) below.
- c) The selection of insurance carriers shall be determined by the Board. The Board agrees to use its best effort to obtain and maintain coverages substantially equivalent to those required under (a) and (b) above. It shall not be a breach of this agreement if the Board is unable to obtain or maintain any of such coverages because of policy cancellations or non-renewals or subsequent inability to obtain new coverage.

- d) Health insurance and group term insurance and group disability insurance shall not be provided for any employee for an unpaid leave of absence. The employee may, at his or her option and on the form prescribed by the Administrator, elect to continue the insurance coverages above. Such election shall be at the employee's expense and the employee shall compensate the Board monthly for the actual cost of said coverage.
- e) Dental Insurance. The Agency agrees to pay 100% of the single dental premium.
- f) The selection of dental insurance carriers shall be determined by the Board. The Board agrees to use its best effort to obtain and maintain coverage substantially equivalent to those required under (e) above. It shall not be a breach of this agreement if the Board is unable to obtain or maintain any of such coverages because of policy cancellations or non-renewals or subsequent inability to obtain new coverage.
- g) Dental insurance shall not be provided for any employee on an unpaid leave of absence. The employee may, at his or her option and on the form prescribed by the Administrator, elect to continue the dental insurance coverage. Such selection shall be at the employee's expense and the employee shall compensate the Board monthly for the actual cost of said coverage.

ARTICLE VIII – PAYROLL DEDUCTIONS

The Agency shall provide for all employees covered by this Agreement payroll deductions for the Scott Schools Credit Union, Alliance Credit Union, United Way, Savings Bonds and any other deemed appropriate by the Agency. Employees must enroll in group term life insurance coverage at the beginning or change of employment. Employees desiring to enroll in this program shall provide the Administrative Service Office of the Area Education Agency 9 with the appropriate written authorization prior to the thirtieth (30) of the month preceding the first deduction. For employees in service centers other than Davenport/Bettendorf the Agency shall establish a method for providing payroll deduction for one (1) credit union in each of those service areas.

ARTICLE IX – LEAVES AND ABSENCES

Section 1.

A. Paid Time Off (PTO)

All employees covered by this agreement shall be eligible for paid time off. Employees who work between 201-225 will receive 16 days of paid time off. Full-time employees who work 200 days or less will receive 15 days of paid time off. Part-time shall receive pro-rata share of 15 days.

1. These days may be used one half hour at a time.
2. Paid time off may be taken at the discretion of the employee subject to completing the absence reporting form.
3. Employees will be eligible to access the leave bank for PTO.
4. PTO cannot be carried into successive work years.
5. Unused PTO will go into the individual's severance bank until the severance bank limit is reached.
6. After the severance limit is reached, unused PTO will be lost.

The following leaves are excluded from this section

- Professional Leave
- Jury Duty
- Association Leave
- Family Leave
- Extended Leave

B. Continuous and Chronic Illness Leave

1. All employees will be covered with appropriate paid leave for continuous and/or chronic illness (certified by the employee's physician) until the employee is eligible for disability.
2. Each employee shall be covered with up to the length of his/her contract of paid sick leave annually for illness certified by the physician.
3. The first five (5) days of chronic or continuous illness are deducted from the employee's paid time off. The remainder of needed days up to disability or the length of his/her contract days will be provided by the Agency.
4. Decisions on chronic and/or continuous leaves will be made by the Agency.
5. The Agency may refer employee requests for continuous and/or chronic leave to an independent medical review. The employee shall submit all necessary medical records to the medical reviewer. Failure to provide necessary records within thirty (30) days of the request will nullify the request. The Agency will pay the cost of the medical review.
6. Each employee who is denied disability coverage is eligible for continuous medical leave for an illness or injury suffered by the employee. Continuous leave is for an incidence of illness or injury and is for up to the total number of days of the employee's contract in place at the time of the illness or injury. Continuous leave may extend into the next work year. An employee's eligibility for continuous medical leave ends when a physician certifies that the employee is able to return to work without conditions.

C. Leave Bank

1. Each employee shall contribute to a leave bank to be drawn upon if paid time off is exhausted. Each staff member covered by this contract shall contribute 1 day (or pro-rata if part-time) of paid time off to the leave bank up to a total of 360 accumulated days in the leave bank.
2. The bank shall be directed by the following committee appointed by the appropriate person 3 PSO members, 2 Administrative Staff. Committee leadership and operating policies shall be decided by the committee. The committee shall meet at least quarterly and publish minutes.
3. Leave Bank Guidelines
 - a. Application to the leave bank may be filed after all the staff member's paid time off has been exhausted.
 - b. Leave bank may be used for paid time off only.
 - c. The leave bank requests will be given final approval in June of each year.
 - d. The leave bank committee will acknowledge all requests within 5 days of the receipt of the request.
 - e. If salary is to be deducted, it will be done in the July/August payroll.

- f. Requests to access the bank shall be made on the proper form within 10 working days after notification. Requests can be made for a minimum of ½ hour.
 - g. All existing contractual conditions regarding leave are in force.
 - h. The leave bank committee has the right to require additional documentation when an individual's accumulated requests are more than 10 days.
- D. Maternity/Disability Leave
Shall be granted for the number of days certified by the physician after 5 days of employee paid leave is used.
- E. Parent Leave
 - 1. Parent leave for legally natural or legally adoptive mother and father shall be granted not to exceed 30 days.
 - 2. Any leave granted shall be shared between the employee and the agency, e.g., if the employee uses a stated number of paid leave days the agency shall match that number up to 15.
 - 3. This leave must be consecutive and commence immediately following the birth or assumption of custody of the child.

Section 2. Severance

A. Severance Calculation

- 1. Unused paid time off shall accumulate up to 50 days for severance pay for each covered employee.
- 2. Employees who had accumulated sick leave prior to implementation of the 92-93 leave policy will be compensated for those days by crediting additional days to their severance pay bank. Employees will receive severance days in the ratio of .5 for every 5 days of sick leave they had accumulated past the 90 day minimum. (e.g. if the employee had accumulated 95-99 days, he/she would receive a .5 severance day, 105 days would earn 1.5 days, etc.). These days are beyond the 50 that may be accumulated through the leave policy.

B. Severance Funding

- 1. The PSO shall place \$80,000 of their salary settlement into a "severance fund" each year until the amount of money in the fund equals the financial liability of the accumulated days. The Agency will annually contribute an amount equal for ¼ of the PSO severance contribution to the severance fund.
- 2. The Agency will never pay out more than the total accumulation in the severance fund in any one fund year. All pay outs will be the end of the fiscal year.
- 3. In the event of "permissive" language ruling on severance, a pay out of the existing severance fund will be made according to the formula in C below.

C. Severance Pay-Out Provisions

Percentage of payout is determined by the years of experience in the respective group(s). Money stays in the fund of the group in which it was accumulated. Pay out will be determined by the individual's last per diem in that group. Pay out from each group will be as follows:

1 year	=	5%
2 years	=	10%
3 years	=	15%
4 years	=	20%
5-9 years	=	25%
10-14 years	=	50%
15-19 years	=	75%
20+ years	=	100%

Section 3. All Other Leaves

A. Professional Leave.

An extended leave of absence without pay for professional education improvement, not to exceed one year, may be granted at the discretion of the Administrator upon prior written request of the employee. If such an extended leave is granted, the employee shall be returned to his or her former position or a substantially equivalent position.

B. Jury Duty.

Full-time employees who are required to report for or serve jury duty on any scheduled workday, shall be paid a full workday's pay for each such day provided that the employee has given the Agency prior notice that he or she has been summoned for jury duty and provided the employee furnishes, if requested, satisfactory evidence that jury service was actually performed on the days for which he or she claims payment. Any remuneration received shall be immediately paid to the business office.

When an employee is excused from jury service, either temporarily or permanently on any scheduled workday, the employee shall promptly report to his immediate supervisor and shall complete any remaining hours of their scheduled workday if required.

C. Association Leave.

The PSO is allocated six (6) working days per year with pay to permit officers of the PSO or their designated representatives to attend Iowa State Education Association conferences, workshops and delegate assemblies.

Attendance of authorized PSO representatives at negotiations and/or time spent in processing grievances during the normal workday will be by mutual agreement of the parties.

D. Family Leave.

An extended leave of absence without pay for care of a family member, not to exceed one year, may be granted at the discretion of the Administrator upon written request of the employee. If such leave is granted, the employee shall be returned to his or her former position or a substantially equivalent position.

E. Extended Leave.

An extended leave of absence without pay, not to exceed two years, may be granted upon the written request of the employee. If such is granted by the Board, upon termination of the extended leave, the employee shall be returned to his or her former position of substantially equivalent position within the same service area.

F. Supplemental Employment.

Employees assigned to work days in addition to regular contract year as specified in Appendix B, herein, receive no leave. Any days that an employee is absent may only be made up on a day to be scheduled by the Administrator or his designee.

ARTICLE X - IN-SERVICE TRAINING

Section 1. Staff Development

The Association and the Board believe that carrying out the mission of the Agency is enhanced by a comprehensive staff development plan which is committed to the ongoing skills development of all staff members. Effective staff development is an active, ongoing process which is supported by adequate time and resources.

Section 2. Intra-District Programs.

Upon the approval of the Administrator or his designee, employees may attend those selected in-service training programs, workshops or conferences within the AEA District as may be determined by the Administrator or his designee to be appropriate to their duties, without loss of compensation.

Section 3. Out-of-District Programs.

On or before October 1, each department shall make available to the employees in that department the following:

- a) The approximate amount of money available to the department for out-of-district inservice programs.
- b) The method to be used by an employee when applying.
- c) The criteria to be used in selecting employees for participation in out-of-district programs.

Each out-of-district travel application shall be submitted at least ten (10) days prior to the expected travel date. The Administrator or his designee may: (1) disapprove the request, (2) approve the request with partial reimbursement, or (3) approve the request with reimbursement within administration guidelines. A request may also be (4) approved without reimbursement at the discretion of the Administrator. Selection and/or approval will not be made in an arbitrary or capricious manner. Failure to select an individual and/or approve an inservice program shall not be subject to the grievance or arbitration procedure.

ARTICLE XI – EVALUATION PROCEDURES

Section 1. Definitions

For the purpose of this Article, the following terms shall mean:

A. “Formal evaluation procedure”

Shall mean a process of reviewing the work performance of an employee. The term “formal evaluation procedure” shall embrace those procedures described and explained to the employee pursuant to Section 2 of this Article. The appropriate supervisor will make reasonable effort to outline what the activities in the formal evaluation procedure shall include. Said outline shall not be limited in kind and number.

Evaluation materials gathered from third party sources for the purpose of substantiating an unsatisfactory performance rating shall be presented to the employee in written form. The dates shall be given to the employee.

The “formal evaluation procedure” shall not be restricted solely to the physical viewing of an employee’s performance.

Formal observation shall be the physical viewing of an employee’s performance.

B. Individual Growth Plan

IGP Individual Growth Plan is available to all non-probationary staff as an alternative to the formal evaluation procedure. It is contained in Appendix E.

Section 2. Notification.

Within the first four weeks after an employee assumes his or her professional responsibilities, or by December 1 of each calendar year, whichever date is later, administrative personnel shall inform the employees of the procedure for the formal evaluation procedure. All formal evaluations of an employee shall be conducted with the knowledge of the employee. A new employee shall be evaluated through the formal evaluation procedure the first two years of employment. A continuing employee shall be evaluated through the formal evaluation procedure as necessary and at least once every three years or upon request of the employee. There shall be at least fifteen contract days between formal evaluation procedures.

Section 3. Pre-Evaluation Conference.

A pre-evaluation conference shall be held between the immediate supervisor and the employee no less than three contract days prior to each formal evaluation. The immediate supervisor shall complete the formal evaluation procedure within a two-month period of time. Said period may be extended by the immediate supervisor for a reasonable period of time after notification to the employee.

Section 4. Post-Evaluation Conference.

Following the completion of the formal evaluation procedure of an employee by the immediate supervisor, a copy of the evaluation based upon the formal evaluation procedure shall be delivered to the employee. The immediate supervisor shall thereafter schedule and notify the employee of the date of the conference within seven (7) contract days following the completion of the formal evaluation procedure. The formal written evaluation shall be signed by the person making the report of the formal evaluation procedure prior to the delivery to the employee. The formal written evaluation may be changed during the post evaluation conference with the consent of the supervisor.

Section 5. Formal Observation.

The evaluating supervisor shall make every reasonable effort to provide the employee with prior notice of any formal observation activities. Nothing contained herein shall preclude an employee from exercising the right of formally discussing his or her formal observation with the immediate supervisor responsible for said observations. The employee may request an appointment with said supervisor who will establish a mutually acceptable time for such a conference. The administration shall make a reasonable effort to include one (1) or more formal observation(s) in each formal evaluation procedure.

Section 6. Response to Formal Written Evaluation.

If the employee objects to the written evaluation of the formal evaluation, he or she shall deliver a written objection to the evaluation to the Administrator within five (5) contract days of the post-evaluation conference. The written objection shall be attached to the evaluation report and placed in the employee's personnel file.

Section 7. Non-Exclusive Evaluation Procedure.

Nothing in this Article shall be construed to preclude the evaluation of employees by alternative means which may be deemed appropriate by the Board or Administrator. Participation in the alternate form of evaluation will be on a voluntary basis. In the event alternate means are utilized, the staff member will be apprised of any changes in the procedures which differ from previous evaluation(s). Notification will occur within the first four weeks after an employee assumes his/her professional responsibility, or by December 1 of each calendar year whatever date is later. This orientation will include a discussion of the procedures to be used, general methods of gathering information, form(s) to be used, and the time table for completion.

Section 8. Notification of Written Material

Written material received by the Agency regarding job performance or conduct will be shared with the employee within two weeks of its receipt.

Section 9. Procedures for Addressing Concerns about Job Performance

A. Description of Procedures

The Mississippi Bend Area Education Agency believes that employees should be given an opportunity to improve their respective job performance and that the Agency should support such efforts.

It is recognized that the performance of the employee is related to the system in which the employee works; as a result, each attempt to assist an employee as prescribe by the accompanying regulation shall include the consideration of the effect of the system(s) on the performance of the employee.

There is a mutual responsibility between an immediate supervisor and employee for growth, professionalism and continued competency of the employee. The responsibility for demonstrating adequate job performance and professional conduct rests with the employee, while the responsibility to provide opportunities for the employee to acquire new skills or refine existing skills rests with the Agency. Joint efforts for improving employee performance should be positive and solution-focused.

This policy does not prevent the immediate termination of an employee for issues related to professional conduct at any time in accordance with Iowa Statue 279. Informal resolution, formal warning and written notice are subject to the grievance procedure.

Job performance includes issues related to competency (knowledge, skill and/or application of each) necessary to perform adequately.

For issues related to job performance, the employee shall receive assistance through the following in sequence until job performance issues are resolved or termination occurs:

- Informal Resolution
- Formal Warning
- Written Notice
- Termination

If an immediate supervisor has concerns about an employee's job performance the immediate supervisor shall conduct a timely investigation and if concerns remain address them through Informal Resolution as described below.

B. Informal Resolution

The immediate supervisor meets with the employee to address the employee's unacceptable job performance. An informal plan to address the concerns may be developed if

the immediate supervisor and employee believe it would be helpful. The immediate supervisor and employee may decide to write the plan. If a plan is written, it shall not be placed in the employee's personnel file. There is no record of the Informal Resolution in the employee's personnel file.

If Informal Resolution is not successful in resolving the concerns then a Formal Warning shall be given to the employee as described below.

C. Formal Warning

1. The immediate supervisor and employee jointly develop a plan to address the concerns. The plan shall include the following:
 - (a) Description by the immediate supervisor of the unacceptable performance, dates and the facts that a formal warning has been given.
 - (b) Description by the immediate supervisor of the acceptable performance.
 - (c) Opportunities/activities for growth suggested by the immediate supervisor and/or employee.
 - (d) Any (none through all) opportunities/activities listed in letter c that the employee elects to pursue.
 - (e) Any agency resources committed by the immediate supervisor to support opportunities/activities for growth selected by the employee from c.
2. The immediate supervisor shall place a written copy of the formal warning in the employee's personnel file and the employee may provide a written response that will be attached to the formal warning.
3. The certified bargaining unit grievance chair shall receive a written notice that a formal warning has been made. The grievance procedure timeline will begin the date such notice is received.
4. The employee shall have a minimum of one calendar year to satisfactorily address concerns through the formal warning process.

If concerns are not satisfactorily addressed through the Formal Warning Procedures, the employee shall receive a Written Warning as described below.

D. Written Notice

1. The immediate supervisor shall present a plan to the employee developed with employee input to address the unacceptable performance. The plan will include the following:
 - a. A description by the immediate supervisor of the unacceptable performance, dates and the fact that a written notice has been given.
 - b. A description by the immediate supervisor of acceptable performance.
 - c. A summary of any previous warnings or notices.
 - d. A statement that if significant improvement is not made within a given time period, then further formal action will follow.
 - e. Opportunities/activities for growth suggested by the immediate supervisor and/or employee.
 - f. Any (none through all) opportunities/activities listed in letter e that the employee elects to pursue.

- g. Any agency resources committed by the immediate supervisor to support opportunities/activities for growth selected by the employee from e.
- 2. The immediate supervisor shall send the employee a copy of the written notice.
- 3. The immediate supervisor shall place a copy of the written notice in the employee's personnel file and the employee may provide a written response that will be attached to the written notices.
- 4. The certified bargaining unit grievance chair shall receive notice that a written notice has been placed in an employee's personnel file. The grievance procedure timeline will begin the date such notice is received.
- 5. The employee shall have a minimum of one calendar year to satisfactorily address concerns through the written notice process.

E. Termination

Termination, either immediate or at the end of the school year, will be in accordance with Iowa Statute 279.

Section 10. Grievance

All evaluations will be fair, just, and be an accurate reflection of the employee's work performance with consideration given to individual assignments. Written, narrative and subsections of the evaluation instrument will be compatible with the composite rating.

If an employee receives a composite rating of unsatisfactory on the evaluation instrument, or is denied access to the Individual Growth Plan (IGP) then the employee may grieve the accuracy whether correct evaluation procedures have been followed or whether established criteria were rationally and justly applied. An Arbitrator's review will be limited to deciding whether the rating or statement in question is accurate, if correct procedures have been followed and/or established criteria were rationally and justly applied.

In any proceeding in which Agency attempts to use past evaluations to support an adverse action against an employee, the employee may grieve the accuracy and whether correct evaluation procedures have been followed. An Arbitrator's review will be limited to deciding whether the ratings or statements in question are accurate and if correct procedures have been followed. Adverse action shall include terminations, suspensions and the withholding of a step increase.

ARTICLE XII – GRIEVANCE PROCEDURE

Section 1. Definitions

For purposes of this Agreement, a grievance is a dispute between any employee, group of employees covered by this Agreement or the PSO and the Board involving the meaning interpretation or application of any provisions of this Agreement.

Section 2. General Procedures

- a. Every employee covered by this Agreement or the PSO shall have the right to present grievances, as herein defined, in accordance with these procedures. The PSO Employee Rights Chairs shall be notified by Administrative Services within seven (7) contract days when a Step 1 grievance is filed.
- b. The failure of an employee or the PSO to act on any grievance within the prescribed time limits shall constitute a bar to any further appeal to the next step, and an administrator's failure to render a decision within the time limit shall permit a grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement of the parties.
- c. In the event that one or more grievances are filed relating to the same Article(s) and/or Section(s) of the Agreement as a grievance previously filed and being processed hereunder, the Administrator shall have the right to suspend the procedures set forth in Section 3 until the grievance first filed is processed to conclusion. The time limits provided for in Section 3 shall be suspended at such time as the Administrator exercises his discretion hereunder, and shall resume upon final resolution of the grievance with respect to which the suspension of procedures was initiated.
- d. In the event that more than one employee desires to file a grievance related to the same issue this Agreement, such employees shall file a consolidated grievance which shall be processed under the procedures set forth in this article, commencing at Step 2 or Section 3.
- e. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted in such a manner as to result in no interference with or interruption whatsoever of the normal work activities of the grieving employee or of the administrative staff.
- f. All meetings at Step 1, Step 2 and Step 3 shall be scheduled at a mutually agreed upon time. Both parties may independently select a representative and/or representatives to attend said meetings.
- g. All meetings and hearings under this procedure shall be conducted in private and shall include only the grievant and his or her representatives, appropriate representative of the administration, and witnesses called by either party at the meeting or hearing.
- h. All documents, communications and records dealing with processing of a grievance shall be filed separately from personnel files of the participants.
- i. If a grievance is filed prior to the end of the contract term, it will be processed under the terms of this Article even though the contract expires prior to the time the grievance is settled or submitted to binding arbitration.
- j. All settlements related to the grievance procedure shall be transcribed and issued to the PSO within five (5) contract days of said settlement. The PSO shall be permitted to file with the Administrator a written response to the settlement.

Section 3. Grievance Shall Be Adjusted In The Following Manner

It is the intent of both parties that issues of conflict and/or concern attempt to be resolved informally prior to the grievance procedure. The informal step is not a required

step in the procedure. But if used will occur no later than fourteen (14) days following the act or condition giving rise to the grievance.

If the issue cannot be resolved informally with the immediate supervisor, the employee may begin the grievance process at Step 1A.

- a. Step 1A. Within seven (7) contract days of the act or condition which gives rise to a grievance or the last informal meeting, the grievant shall complete Section A of Form 1 to and submit to Administrative Services.

Administrative Services shall notify PSO Step 1B and the immediate supervisor who shall schedule a meeting within seven (7) days of receiving such notification to attempt to resolve the grievance after meeting with the grievant.

The immediate supervisor shall have seven (7) days from the date of the meeting to complete Section B and C of the Step 1 form and provide a copy to the grievant and Administrative Services.

The grievant within seven (7) days of receiving the proposed resolution from the supervisor completes Section D of the Step 1 form indicating acceptance or rejection of the proposal and submits Step 1 form to Administrative Services.

If the resolution is not accepted by the grievant, the Director of Administrative Services will send a copy of Step 1, and Step 2 to the appropriate Division Director.

- b. Step 2. Within seven (7) contract days following receipt of the Step 2 grievance form, the employee and his/her PSO designee shall meet with the Division Director and other staff as required by the Director or PSO.

After this meeting, the Division Director shall complete Sections A and B of Form 2 within seven (7) days and provide copies to the grievant and Administrative Services.

Upon receipt of Step 2 form, the grievant shall complete Section C of the Step 2 form and return the form to Administrative Services within seven (7) contract days.

- c. Step 3. If the grievance is not settled in Step 2 to the satisfaction of the Step 1, 2 and Step 3 forms will be sent by Administrative Services to the Chief Administrator.

Within seven (7) contract days after Step 3 grievance is received the Chief Administrator shall meet with the grievant, PSO representative, Division Director and others as required by the Chief Administrator or the PSO to hear the grievance.

The Chief Administrator shall hear the grievance and complete and send Sections A and B of Form 3 and send to the grievant, PSO Employee Rights Chair and others as appropriate within seven (7) contract days following the meeting.

- d. Step 4. If the disposition resolution is not accepted at Step 3 the grievance may proceed to Step 4 of binding arbitration at the sole discretion of the PSO.

The PSO grievance chair shall submit, a letter of intent to proceed to binding arbitration to the Chief Administrator within fifteen (15) contract days from receipt of the Step 3 Form.

Within seven (7) contract days of the receipt of the notice of appeal to arbitration, the parties will jointly request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators.

PSO shall strike first.

The parties will alternatively strike one name at a time from the panel until only one name shall remain.

The remaining name shall be designated as the arbitrator. Notwithstanding the above, each party shall have the right to reject one complete panel of arbitrators. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be binding upon the parties.

Section 4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally the parties. Any other expenses shall be the responsibility of the party incurring the same.

Section 5. The jurisdiction of the arbitrator shall be limited to determining questions involving the interpretation or application of the terms of this Agreement which are subject to the grievance and the arbitrator shall have no authority to add to, subtract from, change, nullify, ignore or modify any of the terms of this Agreement.

AGREEMENT XIII – STAFF ASSIGNMENTS AND TRANSFER PROCEDURES

Section 1. Staff Assignments

The promotion of quality services and the enhancement of relationships among and between AEA and LEA staff will guide all staff assignments.

A. The following procedures will be used:

1. Licensed employees will be offered an opportunity to complete written assignment input form by May 1. The input from shall be returned to the immediate supervisor by May 15.
2. All other employees will have the opportunity to provide input in a timely manner when changes are being considered.

- B. When assessing assignments supervisors will consider:
 - 1. employees' preferences to maintain or change an assignment
 - 2. needs and interests of assignments, etc.
 - 3. the extent, number and recency of previous changes
 - 4. team relationships
 - 5. the need for conflict resolution
 - 6. number of special education programs and student enrollment
 - 7. additional training needed
 - 8. job sharing responsibilities
- C. Supervisors will meet with teams/work groups to get suggestions for office space, job assignments, etc. when requested.
- D. Supervisors will schedule service area meetings by department to discuss assignments when requested
- E. Conversations with immediate supervisors will be held when changes are made and rationale will be given.
- F. The final assignment is not subject to the grievance procedure. Items A-E are subject to the grievance procedure.

Section 2. Transfers

A. Definition - As used herein, the following shall be interpreted as set forth below:

- 1. Transfer. Transfer shall mean the reassignment of an employee to a new service area.
- 2. Service Area. Service area shall mean one of the following:
 - I Clinton/Maquoketa
 - II Bettendorf/Pleasant Valley/North Scott/Central Clinton/Calamus-Wheatland
 - III Muscatine
 - IV Davenport

B. Voluntary Transfer

Notice of vacancies and new positions occurring within the Agency shall be posted in the Bettendorf Office, Clinton Office, Maquoketa Office and Muscatine Office for a period of fourteen (14) calendar days. Posting period can be extended or shortened through mutual agreement of both parties.

Every effort will be made to have staff assigned to one service area. When a staff member is assigned to more than one (1) service area, the service area assignment will be made based upon where the majority of the contract time is assigned.

Staff assigned to Service Area II Bettendorf/Pleasant Valley/North Scott/Central Clinton/Calamus-Wheatland or Service Area IV Davenport will be assigned to the Bettendorf Office. Staff assigned to Service Area III Muscatine will be assigned to the Muscatine Office. Staff assigned to Service Area I Clinton/Maquoketa will be assigned to either the Clinton or Maquoketa Office.

All employees interested in a voluntary transfer to another service area (1, 2, 3 or 4) or to a position for which they are qualified shall inform the Administrative Services Office. All employees who have expressed an interest prior to June 1st will be notified of vacancies and new positions occurring between June 1 and August 15.

Any employee who wishes a transfer shall make a written request therefore to the Administrator or his designee, which request shall be submitted to the employee's Division Director. The employee requesting transfer shall be advised in writing of the action taken by the Administrator or his designee with respect to the request. No application for transfer shall be denied without basis in fact.

C. Involuntary Transfer

The Administrator or his designee may make such transfers as he may in his discretion deem appropriate. All transfers shall be communicated to affected employees by phone call followed by written notice, including reason for said transfer, given by ordinary mail to employee at his or her last known mailing address no less than ten (10) contract days prior to the effective date of any such transfer. No employee so transferred shall incur a reduction in salary actually paid by the Board without the written consent of the affected employee. Any employee transferred to a new service area shall be entitled, upon written request to his or her Division Director, to a meeting with the Division Director and Administrator or his designee, at which meeting the reasons for transfer shall be explained to the employee. The Administrator or his designee shall not exercise the right to involuntary transfer an employee in arbitrary and capricious manner.

In the event an involuntary transfer of an employee necessitates the employee moving his/her residence to a different city, the Board shall pay the sum of \$500 or the actual expenses incurred as moving expenses, whichever is lower, upon presentation of proper and verified bills for the services rendered.

When an involuntary transfer may require an employee to move his/her residence and acceptable housing cannot be located, or the employee chooses not to move his/her residence, the Board shall pay the employee the maximum allowable rate per mile (Board Policy) additional travel expenses up to \$500, for his/her residence to his/her new service center less the former distance of the employee's mileage to his/her original office. This is not construed in any way as portal to portal pay. This section shall not abrogate the language in the paragraph above.

A transfer necessitated due to funding reduction, lack of proper funding, elimination of programs, transfer of program, or consolidation of offices shall not be considered an involuntary transfer.

D. General Conditions

The Administration shall make a reasonable effort to inform new employees of the service center to which they are assigned. In addition the Administration shall make a reasonable effort to give existing employees sixty (60) days prior notice of an involuntary transfer between service areas.

ARTICLE XIV – STAFF REDUCTION

The Board shall determine when a reduction in the professional staff covered by this Agreement is necessary, the number of employees who will be affected, the job classification of the employees to be laid off, and/or programs or services to be eliminated. The Board and the PSO agree to use the following procedures in the event staff reduction becomes necessary.

Section 1. Definition

Seniority is a tenured employee's right of preference with respect to layoff, recall to work from layoff measured from the employee's last date of employment with the Agency, except that there shall be no accumulation of seniority during any unpaid leave of absence in excess of thirty (30) days. When two (2) or more employees have the same date of seniority, their seniority shall be determined by the date that the employees signed his or her initial contract with the Agency.

Section 2. Seniority Divisions, Programs and Job Classifications

The following divisions and job classifications shall be recognized by the Agency for the purpose of this Agreement:

Special Education

School Psychologist
Speech-Language Pathologist
School Social Worker
Audiologist
Educational Consultant
Educational Consultant/Preschool
Consultant/Hearing Impaired
Consultant/Visually Impaired
Teacher/Hearing Impaired
Teacher/Early Childhood Special Education
Teacher/Behavior Disorders
Teacher/Visually Impaired
Occupational Therapist
Physical Therapist
Work Experience Coordinator
Transition Specialist

General Education

Quality Learning Consultants
Student Accounting Consultants
Program Leaders

Research and Development

Program Leaders
Safe School Consultants
School Services Facilitators

For the purpose of this Agreement, "program" shall mean any service provided for by a categorical federal grant and/or project adopted by the Board in total and funded as such.

Section 3. Layoff and Recall

A. Layoff

In the event of a reduction in workforce, the Agency shall follow this procedure:

1. Temporarily licensed then non-tenured employees shall be removed from affected division by classification and, if necessary, laid off before any employees with seniority rights are affected, unless remaining employees are not licensed or are unable to perform the work available.
2. Tenured employees who have been placed on "probationary status" as a result of the employee's evaluation procedures, shall be laid off before other employees with seniority rights, unless the remaining employees are not certified or qualified to perform the available work
3. If further reductions are necessary within any affected classification, the following factors shall be taken into consideration in effectuating further reductions in the classification:
 1. Licensure
 2. Skills required for performance of a particular job assignment.

If factors (1) and (2) are substantially equivalent, then seniority shall control. The Agency shall be the sole judge of the foregoing factors, but such judgment shall be exercised fairly.

B. Recall

1. Laid off employees shall be recalled in the reverse order of layoff, providing they have the licensure and/or qualifications, present liability and job experience to do the work available.
2. Laid off employees shall advise the Director of Administrative Services of their current address. If vacancies occur in the categories set forth above and employees have been laid off within these categories, the employer shall recall employees within the categories set forth above in the inverse order of layoff. After three (3) years have elapsed, laid off employees shall have no recall rights. If an employee fails to notify the Director of Administrative Services or designee of a change of address or fails within five (5) days of receipt of notice of recall to advise the Director of Administrative Services or designee of the employee's desire and availability to return to work, any recall rights shall terminate.
3. An employee may be recalled to a part-time position, but recall rights to a full-time position will continue for the three (3) year period from the date of layoff. Failure to accept a part-time position does not jeopardize the employee's recall rights to a full-time position for the three-year period. The effective date of any recall shall be considered July 1.

Section 4. Loss of Seniority

Seniority and the employment relationship shall be broken and terminated if an employee:

- A. quits or retires;
- B. is discharged;
- C. fails to advise the Agency if intent to return to work within five (5) working days after receiving a notice of recall from a layoff directed to his last know address;
- D. fails to return to work within fifteen (15) working days after notifying the Agency of intent to work after receipt of a notice of recall from layoff;
- E. perform no regularly scheduled work for a period of twenty-four (24) months or for a period of time equal to the employee's seniority, whichever is shorter;
- F. works for another employer other than teaching assistant and/or research assistant during a leave of absence, without the approval of the Agency;
- G. fails to report for work at the termination of a leave of absence or an extension thereof.

Section 6. Non-Tenured Employees

All new employees shall be considered non-tenured employees until they have completed their probationary time period in accordance with state law, after which upon completion their seniority shall date back to their most recent date of hire.

Any employee covered by this Agreement who is transferred and/or promoted to a full-time position in the Agency outside of the bargaining unit shall continue to maintain such seniority as had been accumulated up to the date of said transfer and/or promotion. In the event that the employee is for any reason returned to a position within the bargaining unit, said employee shall begin to accrue seniority as of the date of said transfer. That seniority shall then be added to that seniority accrued prior to the transfer and/or promotion.

Any employee covered by this Agreement who is transferred and/or promoted to a position outside of the bargaining unit shall continue to accrue seniority as of the date of last hire by the Agency if the employee continues to maintain a client case load and/or student population which is serviced on a continuous basis.

Any employee initially hired into a full-time position with the Agency which is not a part of the bargaining unit shall begin to accrue seniority as of the date of transfer into a position covered by this Agreement and part of the bargaining unit.

ARTICLE XV – PERSONNEL FILES

Each employee covered by this Agreement shall have the right upon reasonable notice and during working hours, to view the non-confidential contents of his or her personnel files. The employee shall have the right to be accompanied by a Professional Staff Organization member if they so choose. The employee shall have the right to respond to all materials contained in the personnel file. Said employee responses shall become part of the personnel file. Upon review of the personnel file, the employee shall initial and

date all items contained therein as acknowledgement of the fact that the employee has had an opportunity to review the same. The employee's review of their personnel file shall be conducted in the presence of the appropriate agency supervisory personnel. The employee shall have the right to reproduce any of the contents of his or her personnel file at a reasonable expense to the employee.

ARTICLE XVI – DURATION AND NOTICE

Section 1. Terms of Agreement

- A. This agreement shall be in full force and effect commencing on 1 July 2004 and extending for three (3) years until 30 June 2007, at 1.4% over Mississippi Bend Area Education Agency's new money for each year on a rolling contract basis. This agreement has a flexible floor for 4.26% package increase for each of the three years. However, whenever Mississippi Bend Area Education Agency's new money is negative, that negative percentage shall be subtracted from 4.26%. The settlement each year shall be the higher of the ceiling of 1.4% over new money or the floor of 4.26% total package. At the end of any year of the contract, by mutual agreement a new three-year contract can be written. The length of the contract shall never exceed three years. If there is no agreement to execute a new three-year contract, the existing contract shall be allowed to expire.
- B. Reopener Agreement
Either party to the agreement may reopen any part of the Master Contract or contract addendum between PSO and Mississippi Bend Area Education Agency at any time.
- All items opened will be resolved through Solution Focused Bargaining Council (SFBC). The existing contract or contract addendum will remain in full force while the reopened clause is negotiated. Changes in contracts or contract addendums require approval of both parties governing bodies.
- C. Continuing Contracts
Continuing contracts will be sent electronically to all eligible employees. Electronic acceptance or rejection of the contract is binding on the employee.

Section 2. Notices under Agreement

Whenever under this Agreement a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice is sent by certified mail, and if sent by the Board shall be addressed to the PSO at:

729 21st Street
Bettendorf, IA 52722

and if by the PSO, it shall be addressed to the Board at:

729 21st Street
Bettendorf, IA 52722

Section 3. Printing Agreement

Copies of this Agreement shall be prepared and printed by the Agency and the cost of preparation and printing shared equally by the Board and PSO. The Agreement shall be presented to all licensed staff members now employed or herein employed. Additional copies shall be provided at cost.

Section 4. Reopener Clause

Either party to the agreement may reopen any part of the Master Contract or contract addendum between PSO and Mississippi Bend Area Education Agency at any time.

All items opened will utilize the Solution Focused Bargaining Council (SFBC). The existing contract or contract addendum will remain in full force while the reopened clause is negotiated. Changes in contracts or contract addendums require approval of both parties.

ARTICLE XVII – AGREEMENT

Section 1. Entire Agreement

This is the complete Agreement providing all benefits to which an employee may be entitled, and this Agreement supersedes and cancels all previous agreements and practices between the Board and the PSO or any employee, unless expressly stated to the contrary herein.

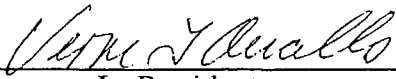
Section 2. Separability and Savings

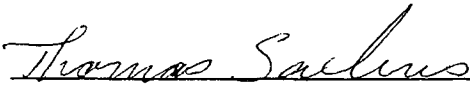
If any Article or Section of this Agreement should be held invalid by operation of law or by an tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified to the extent required by law.

Section 3. Signature Clause


In witness thereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by the respective chief negotiators, and their/signatures placed thereon, all on the 19 day of August, 2004.

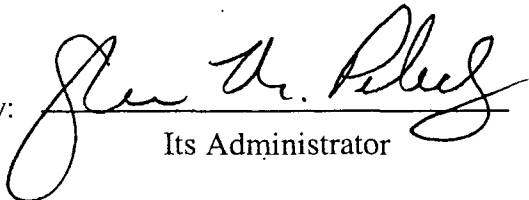
Professional Staff Organization
Association

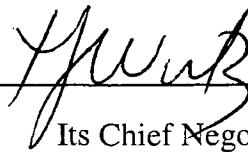
By: 
Its President

By: 
Its Chief Negotiator

Mississippi Bend Area Education
Agency 9 Board of Directors

By: 
Its President

By: 
Its Administrator

By: 
Its Chief Negotiator

APPENDIX A
GRIEVANCE REPORT
Step 1

A. _____
Grievant Immediate Supervisor

PSO Representative Date of Meeting

*Statement of Grievance (Article(s) & Section (S) of contract)

*Relief sought: _____

Grievant Signature Date

B. Meeting Date: _____ Participants: _____

C. *Resolution offered by immediate supervisor: _____

Immediate Supervisor Signature

Date

D. Grievant's response to resolution offered:

☐ accepts resolution

☐ rejects resolution – proceed to Step 2

☐ appeal

Grievant Signature

Date

Form to be returned by grievant to Administrative Services within seven (7) contract days from receipt of the resolution by the immediate supervisor. If rejected a Step 2 form will be sent to the division director and immediate supervisor.

* Attach additional pages if needed.

Copies to: Grievant
PSO Employee Rights Chair
Immediate Supervisor
Division Director

GRIEVANCE REPORT
Step 2

A. Date of Meeting: _____ Participants: _____

B. *Resolution offered by Division Director: _____

Division Director Signature

Date

C. Grievant's response to resolution offered:

- ☐ accepts disposition
☐ rejects disposition – proceed to Step 3

Grievant Signature

Date

Form to be returned by grievant to Administrative Services within seven (7) contract days from receipt of the resolution offered by the Division Director. If rejected a Step 3 form will be sent to the Chief Administrator and Division Director by Administrative Services

* Attach additional pages if needed.

Copies to: Grievant
PSO Employee Rights Chair
Immediate Supervisor
Division Director
Chief Administrator



GRIEVANCE REPORT Step 3

A. Date of Meeting: _____ Participants: _____

B. *Resolution offered by Chief Administrator: _____

Chief Administrator Signature

Date

C. Grievant's response to resolution offered:

- ☐ accepts disposition
- ☐ rejects disposition – proceed to arbitration

Grievant Signature

Date

Form to be returned by grievant person to Administrative Services within seven (7) contract days from receipt of the resolution offered by the Chief Administrator. If rejected and PSO decides within 15 days, PSO must submit a letter to the Chief Administrator stating its intent to arbitrate.

* Attach additional pages if needed.

Copies to: Grievant
PSO Employee Rights Chair
Immediate Supervisor
Division Director
Chief Administrator



APPENDIX B
PSO Salary Schedule - 198 days (2004-2005)
Clinicians, Social Workers, Teachers

STEP	BA	Annualized	BA+15	Annualized	BA+30	Annualized	MA	Annualized	MA+15	Annualized	MA+30	Annualized	MA+45	Annualized	EDS	Annualized	PHD	Annualized
1	\$ 127.85	\$ 25,314.30	\$ 132.96	\$ 26,326.08	\$ 138.08	\$ 27,339.84	\$ 153.42	\$ 30,377.16	\$ 158.53	\$ 31,388.94	\$ 163.65	\$ 32,402.70	\$ 168.76	\$ 33,414.48	\$ 173.88	\$ 34,428.24	\$ 178.99	\$ 35,440.02
2	\$ 132.96	\$ 26,326.08	\$ 138.08	\$ 27,339.84	\$ 143.19	\$ 28,351.62	\$ 158.53	\$ 31,388.94	\$ 163.65	\$ 32,402.70	\$ 168.76	\$ 33,414.48	\$ 173.88	\$ 34,428.24	\$ 178.99	\$ 35,440.02	\$ 184.10	\$ 36,451.80
3	\$ 138.08	\$ 27,339.84	\$ 143.19	\$ 28,351.62	\$ 148.31	\$ 29,365.38	\$ 163.65	\$ 32,402.70	\$ 168.76	\$ 33,414.48	\$ 173.88	\$ 34,428.24	\$ 178.99	\$ 35,440.02	\$ 184.10	\$ 36,451.80	\$ 189.22	\$ 37,465.56
4	\$ 143.19	\$ 28,351.62	\$ 148.31	\$ 29,365.38	\$ 153.42	\$ 30,377.16	\$ 168.76	\$ 33,414.48	\$ 173.88	\$ 34,428.24	\$ 178.99	\$ 35,440.02	\$ 184.10	\$ 36,451.80	\$ 189.22	\$ 37,465.56	\$ 194.33	\$ 38,477.34
5	\$ 148.31	\$ 29,365.38	\$ 153.42	\$ 30,377.16	\$ 158.53	\$ 31,388.94	\$ 173.88	\$ 34,428.24	\$ 178.99	\$ 35,440.02	\$ 184.10	\$ 36,451.80	\$ 189.22	\$ 37,465.56	\$ 194.33	\$ 38,477.34	\$ 199.45	\$ 39,491.10
6	\$ 153.42	\$ 30,377.16	\$ 158.53	\$ 31,388.94	\$ 163.65	\$ 32,402.70	\$ 178.99	\$ 35,440.02	\$ 184.10	\$ 36,451.80	\$ 189.22	\$ 37,465.56	\$ 194.33	\$ 38,477.34	\$ 199.45	\$ 39,491.10	\$ 204.56	\$ 40,502.88
7	\$ 158.53	\$ 31,388.94	\$ 163.65	\$ 32,402.70	\$ 168.76	\$ 33,414.48	\$ 184.10	\$ 36,451.80	\$ 189.22	\$ 37,465.56	\$ 194.33	\$ 38,477.34	\$ 199.45	\$ 39,491.10	\$ 204.56	\$ 40,502.88	\$ 209.67	\$ 41,514.66
8	\$ 163.65	\$ 32,402.70	\$ 168.76	\$ 33,414.48	\$ 173.88	\$ 34,428.24	\$ 189.22	\$ 37,465.56	\$ 194.33	\$ 38,477.34	\$ 199.45	\$ 39,491.10	\$ 204.56	\$ 40,502.88	\$ 209.67	\$ 41,514.66	\$ 214.79	\$ 42,528.42
9	\$ 168.76	\$ 33,414.48	\$ 173.88	\$ 34,428.24	\$ 178.99	\$ 35,440.02	\$ 194.33	\$ 38,477.34	\$ 199.45	\$ 39,491.10	\$ 204.56	\$ 40,502.88	\$ 209.67	\$ 41,514.66	\$ 214.79	\$ 42,528.42	\$ 219.90	\$ 43,540.20
10	\$ 173.88	\$ 34,428.24	\$ 178.99	\$ 35,440.02	\$ 184.10	\$ 36,451.80	\$ 199.45	\$ 39,491.10	\$ 204.56	\$ 40,502.88	\$ 209.67	\$ 41,514.66	\$ 214.79	\$ 42,528.42	\$ 219.90	\$ 43,540.20	\$ 225.02	\$ 44,553.96
11	\$ 178.99	\$ 35,440.02	\$ 184.10	\$ 36,451.80	\$ 189.22	\$ 37,465.56	\$ 204.56	\$ 40,502.88	\$ 209.67	\$ 41,514.66	\$ 214.79	\$ 42,528.42	\$ 219.90	\$ 43,540.20	\$ 225.02	\$ 44,553.96	\$ 230.13	\$ 45,565.74
12	\$ 184.10	\$ 36,451.80	\$ 189.22	\$ 37,465.56	\$ 194.33	\$ 38,477.34	\$ 209.67	\$ 41,514.66	\$ 214.79	\$ 42,528.42	\$ 219.90	\$ 43,540.20	\$ 225.02	\$ 44,553.96	\$ 230.13	\$ 45,565.74	\$ 235.24	\$ 46,577.52
13	\$ 189.22	\$ 37,465.56	\$ 194.33	\$ 38,477.34	\$ 199.45	\$ 39,491.10	\$ 214.79	\$ 42,528.42	\$ 219.90	\$ 43,540.20	\$ 225.02	\$ 44,553.96	\$ 230.13	\$ 45,565.74	\$ 235.24	\$ 46,577.52	\$ 240.36	\$ 47,591.28
14	\$ 194.33	\$ 38,477.34	\$ 199.45	\$ 39,491.10	\$ 204.56	\$ 40,502.88	\$ 219.90	\$ 43,540.20	\$ 225.02	\$ 44,553.96	\$ 230.13	\$ 45,565.74	\$ 235.24	\$ 46,577.52	\$ 240.36	\$ 47,591.28	\$ 245.47	\$ 48,603.06
15	\$ 199.45	\$ 39,491.10	\$ 204.56	\$ 40,502.88	\$ 209.67	\$ 41,514.66	\$ 225.02	\$ 44,553.96	\$ 230.13	\$ 45,565.74	\$ 235.24	\$ 46,577.52	\$ 240.36	\$ 47,591.28	\$ 245.47	\$ 48,603.06	\$ 250.59	\$ 49,616.82
16	\$ 204.56	\$ 40,502.88	\$ 209.67	\$ 41,514.66	\$ 214.79	\$ 42,528.42	\$ 230.13	\$ 45,565.74	\$ 235.24	\$ 46,577.52	\$ 240.36	\$ 47,591.28	\$ 245.47	\$ 48,603.06	\$ 250.59	\$ 49,616.82	\$ 255.70	\$ 50,628.60
17	\$ 209.67	\$ 41,514.66	\$ 214.79	\$ 42,528.42	\$ 219.90	\$ 43,540.20	\$ 235.24	\$ 46,577.52	\$ 240.36	\$ 47,591.28	\$ 245.47	\$ 48,603.06	\$ 250.59	\$ 49,616.82	\$ 255.70	\$ 50,628.60	\$ 260.81	\$ 51,640.38
18	\$ 214.79	\$ 42,528.42	\$ 219.90	\$ 43,540.20	\$ 225.02	\$ 44,553.96	\$ 240.36	\$ 47,591.28	\$ 245.47	\$ 48,603.06	\$ 250.59	\$ 49,616.82	\$ 255.70	\$ 50,628.60	\$ 260.81	\$ 51,640.38	\$ 265.93	\$ 52,654.14
21	\$ 219.90	\$ 43,540.20	\$ 225.02	\$ 44,553.96	\$ 230.13	\$ 45,565.74	\$ 245.47	\$ 48,603.06	\$ 250.59	\$ 49,616.82	\$ 255.70	\$ 50,628.60	\$ 260.81	\$ 51,640.38	\$ 265.93	\$ 52,654.14	\$ 271.04	\$ 53,665.92
24	\$ 225.02	\$ 44,553.96	\$ 230.13	\$ 45,565.74	\$ 235.24	\$ 46,577.52	\$ 250.59	\$ 49,616.82	\$ 255.70	\$ 50,628.60	\$ 260.81	\$ 51,640.38	\$ 265.93	\$ 52,654.14	\$ 271.04	\$ 53,665.92	\$ 276.16	\$ 54,679.68
27	\$ 230.13	\$ 45,565.74	\$ 235.24	\$ 46,577.52	\$ 240.36	\$ 47,591.28	\$ 255.70	\$ 50,628.60	\$ 260.81	\$ 51,640.38	\$ 265.93	\$ 52,654.14	\$ 271.04	\$ 53,665.92	\$ 276.16	\$ 54,679.68	\$ 281.27	\$ 55,691.46
30	\$ 235.24	\$ 46,577.52	\$ 240.36	\$ 47,591.28	\$ 245.47	\$ 48,603.06	\$ 260.81	\$ 51,640.38	\$ 265.93	\$ 52,654.14	\$ 271.04	\$ 53,665.92	\$ 276.16	\$ 54,679.68	\$ 281.27	\$ 55,691.46	\$ 286.38	\$ 56,703.24
33	\$ 240.36	\$ 47,591.28	\$ 245.47	\$ 48,603.06	\$ 250.59	\$ 49,616.82	\$ 265.93	\$ 52,654.14	\$ 271.04	\$ 53,665.92	\$ 276.16	\$ 54,679.68	\$ 281.27	\$ 55,691.46	\$ 286.38	\$ 56,703.24	\$ 291.50	\$ 57,717.00



APPENDIX C **PSO Salary Schedule - 200 Days (2004-2005)** **Consultant, Psychologist, Therapist**

STEP	BA	Annualized	BA+15	Annualized	BA+30	Annualized	MA	Annualized	MA+15	Annualized	MA+30	Annualized	MA+45	Annualized	EDS	Annualized	PHD	Annualized
1	\$ 127.85	\$ 25,570.00	\$ 132.96	\$ 26,592.00	\$ 138.08	\$ 27,616.00	\$ 153.42	\$ 30,684.00	\$ 158.53	\$ 31,706.00	\$ 163.65	\$ 32,730.00	\$ 168.76	\$ 33,752.00	\$ 173.88	\$ 34,776.00	\$ 178.99	\$ 35,798.00
2	\$ 132.96	\$ 26,592.00	\$ 138.08	\$ 27,616.00	\$ 143.19	\$ 28,638.00	\$ 158.53	\$ 31,706.00	\$ 163.65	\$ 32,730.00	\$ 168.76	\$ 33,752.00	\$ 173.88	\$ 34,776.00	\$ 178.99	\$ 35,798.00	\$ 184.10	\$ 36,820.00
3	\$ 138.08	\$ 27,616.00	\$ 143.19	\$ 28,638.00	\$ 148.31	\$ 29,662.00	\$ 163.65	\$ 32,730.00	\$ 168.76	\$ 33,752.00	\$ 173.88	\$ 34,776.00	\$ 178.99	\$ 35,798.00	\$ 184.10	\$ 36,820.00	\$ 189.22	\$ 37,844.00
4	\$ 143.19	\$ 28,638.00	\$ 148.31	\$ 29,662.00	\$ 153.42	\$ 30,684.00	\$ 168.76	\$ 33,752.00	\$ 173.88	\$ 34,776.00	\$ 178.99	\$ 35,798.00	\$ 184.10	\$ 36,820.00	\$ 189.22	\$ 37,844.00	\$ 194.33	\$ 38,866.00
5	\$ 148.31	\$ 29,662.00	\$ 153.42	\$ 30,684.00	\$ 158.53	\$ 31,706.00	\$ 173.88	\$ 34,776.00	\$ 178.99	\$ 35,798.00	\$ 184.10	\$ 36,820.00	\$ 189.22	\$ 37,844.00	\$ 194.33	\$ 38,866.00	\$ 199.45	\$ 39,890.00
6	\$ 153.42	\$ 30,684.00	\$ 158.53	\$ 31,706.00	\$ 163.65	\$ 32,730.00	\$ 178.99	\$ 35,798.00	\$ 184.10	\$ 36,820.00	\$ 189.22	\$ 37,844.00	\$ 194.33	\$ 38,866.00	\$ 199.45	\$ 39,890.00	\$ 204.56	\$ 40,912.00
7	\$ 158.53	\$ 31,706.00	\$ 163.65	\$ 32,730.00	\$ 168.76	\$ 33,752.00	\$ 184.10	\$ 36,820.00	\$ 189.22	\$ 37,844.00	\$ 194.33	\$ 38,866.00	\$ 199.45	\$ 39,890.00	\$ 204.56	\$ 40,912.00	\$ 209.67	\$ 41,934.00
8	\$ 163.65	\$ 32,730.00	\$ 168.76	\$ 33,752.00	\$ 173.88	\$ 34,776.00	\$ 189.22	\$ 37,844.00	\$ 194.33	\$ 38,866.00	\$ 199.45	\$ 39,890.00	\$ 204.56	\$ 40,912.00	\$ 209.67	\$ 41,934.00	\$ 214.79	\$ 42,958.00
9	\$ 168.76	\$ 33,752.00	\$ 173.88	\$ 34,776.00	\$ 178.99	\$ 35,798.00	\$ 194.33	\$ 38,866.00	\$ 199.45	\$ 39,890.00	\$ 204.56	\$ 40,912.00	\$ 209.67	\$ 41,934.00	\$ 214.79	\$ 42,958.00	\$ 219.90	\$ 43,980.00
10	\$ 173.88	\$ 34,776.00	\$ 178.99	\$ 35,798.00	\$ 184.10	\$ 36,820.00	\$ 199.45	\$ 39,890.00	\$ 204.56	\$ 40,912.00	\$ 209.67	\$ 41,934.00	\$ 214.79	\$ 42,958.00	\$ 219.90	\$ 43,980.00	\$ 225.02	\$ 45,004.00
11	\$ 178.99	\$ 35,798.00	\$ 184.10	\$ 36,820.00	\$ 189.22	\$ 37,844.00	\$ 204.56	\$ 40,912.00	\$ 209.67	\$ 41,934.00	\$ 214.79	\$ 42,958.00	\$ 219.90	\$ 43,980.00	\$ 225.02	\$ 45,004.00	\$ 230.13	\$ 46,026.00
12	\$ 184.10	\$ 36,820.00	\$ 189.22	\$ 37,844.00	\$ 194.33	\$ 38,866.00	\$ 209.67	\$ 41,934.00	\$ 214.79	\$ 42,958.00	\$ 219.90	\$ 43,980.00	\$ 225.02	\$ 45,004.00	\$ 230.13	\$ 46,026.00	\$ 235.24	\$ 47,048.00
13	\$ 189.22	\$ 37,844.00	\$ 194.33	\$ 38,866.00	\$ 199.45	\$ 39,890.00	\$ 214.79	\$ 42,958.00	\$ 219.90	\$ 43,980.00	\$ 225.02	\$ 45,004.00	\$ 230.13	\$ 46,026.00	\$ 235.24	\$ 47,048.00	\$ 240.36	\$ 48,072.00
14	\$ 194.33	\$ 38,866.00	\$ 199.45	\$ 39,890.00	\$ 204.56	\$ 40,912.00	\$ 219.90	\$ 43,980.00	\$ 225.02	\$ 45,004.00	\$ 230.13	\$ 46,026.00	\$ 235.24	\$ 47,048.00	\$ 240.36	\$ 48,072.00	\$ 245.47	\$ 49,094.00
15	\$ 199.45	\$ 39,890.00	\$ 204.56	\$ 40,912.00	\$ 209.67	\$ 41,934.00	\$ 225.02	\$ 45,004.00	\$ 230.13	\$ 46,026.00	\$ 235.24	\$ 47,048.00	\$ 240.36	\$ 48,072.00	\$ 245.47	\$ 49,094.00	\$ 250.59	\$ 50,118.00
16	\$ 204.56	\$ 40,912.00	\$ 209.67	\$ 41,934.00	\$ 214.79	\$ 42,958.00	\$ 230.13	\$ 46,026.00	\$ 235.24	\$ 47,048.00	\$ 240.36	\$ 48,072.00	\$ 245.47	\$ 49,094.00	\$ 250.59	\$ 50,118.00	\$ 255.70	\$ 51,140.00
17	\$ 209.67	\$ 41,934.00	\$ 214.79	\$ 42,958.00	\$ 219.90	\$ 43,980.00	\$ 235.24	\$ 47,048.00	\$ 240.36	\$ 48,072.00	\$ 245.47	\$ 49,094.00	\$ 250.59	\$ 50,118.00	\$ 255.70	\$ 51,140.00	\$ 260.81	\$ 52,162.00
18	\$ 214.79	\$ 42,958.00	\$ 219.90	\$ 43,980.00	\$ 225.02	\$ 45,004.00	\$ 240.36	\$ 48,072.00	\$ 245.47	\$ 49,094.00	\$ 250.59	\$ 50,118.00	\$ 255.70	\$ 51,140.00	\$ 260.81	\$ 52,162.00	\$ 265.93	\$ 53,186.00
21	\$ 219.90	\$ 43,980.00	\$ 225.02	\$ 45,004.00	\$ 230.13	\$ 46,026.00	\$ 245.47	\$ 49,094.00	\$ 250.59	\$ 50,118.00	\$ 255.70	\$ 51,140.00	\$ 260.81	\$ 52,162.00	\$ 265.93	\$ 53,186.00	\$ 271.04	\$ 54,208.00
24	\$ 225.02	\$ 45,004.00	\$ 230.13	\$ 46,026.00	\$ 235.24	\$ 47,048.00	\$ 250.59	\$ 50,118.00	\$ 255.70	\$ 51,140.00	\$ 260.81	\$ 52,162.00	\$ 265.93	\$ 53,186.00	\$ 271.04	\$ 54,208.00	\$ 276.16	\$ 55,232.00
27	\$ 230.13	\$ 46,026.00	\$ 235.24	\$ 47,048.00	\$ 240.36	\$ 48,072.00	\$ 255.70	\$ 51,140.00	\$ 260.81	\$ 52,162.00	\$ 265.93	\$ 53,186.00	\$ 271.04	\$ 54,208.00	\$ 276.16	\$ 55,232.00	\$ 281.27	\$ 56,254.00
30	\$ 235.24	\$ 47,048.00	\$ 240.36	\$ 48,072.00	\$ 245.47	\$ 49,094.00	\$ 260.81	\$ 52,162.00	\$ 265.93	\$ 53,186.00	\$ 271.04	\$ 54,208.00	\$ 276.16	\$ 55,232.00	\$ 281.27	\$ 56,254.00	\$ 286.38	\$ 57,276.00
33	\$ 240.36	\$ 48,072.00	\$ 245.47	\$ 49,094.00	\$ 250.59	\$ 50,118.00	\$ 265.93	\$ 53,186.00	\$ 271.04	\$ 54,208.00	\$ 276.16	\$ 55,232.00	\$ 281.27	\$ 56,254.00	\$ 286.38	\$ 57,276.00	\$ 291.50	\$ 58,300.00

APPENDIX D
PSO SALARY SCHEDULE 2004-2005
PHYSICAL THERAPIST 210 DAYS

BASE=	127.85																																																																																																		
STEP	BA	BA Annualized	BA+15	BA15 Annualized	BA+30	BA30 Annualized	MA	MA Annualized	MA+15	MA15 Annualized	MA+30	MA30 Annualized	MA+45	MA45 Annualized	EDS	EDS Annualized	PHD	PHD Annualized																																																																																	
1	\$	199.45	\$41,884.50	\$	204.56	\$42,957.60	\$	209.67	\$44,030.70	\$	214.79	\$45,105.90	\$	219.90	\$46,179.00	\$	225.02	\$47,254.20	\$	230.13	\$48,327.30	\$	235.24	\$49,400.40	\$	240.36	\$50,475.60	\$	245.47	\$51,548.70	\$	250.59	\$52,623.90	\$	255.70	\$53,697.00	\$	260.81	\$54,770.10	\$	265.93	\$55,845.30	\$	271.04	\$56,918.40	\$	276.16	\$57,993.60	\$	281.27	\$59,066.70	\$	286.38	\$60,139.80	\$	291.50	\$61,215.00	\$	296.61	\$62,288.10	\$	301.73	\$63,363.30	\$	306.84	\$64,436.40	\$	311.95	\$65,509.50	\$	317.07	\$66,584.70	\$	322.18	\$67,657.80	\$	327.30	\$68,733.00	\$	332.41	\$69,806.10	\$	337.52	\$70,879.20	\$	342.64	\$71,954.40	\$	347.75	\$73,027.50	\$	352.87	\$74,102.70	\$	357.98	\$75,175.80	\$	363.09	\$76,248.90
2	\$	204.56	\$42,957.60	\$	209.67	\$44,030.70	\$	214.79	\$45,105.90	\$	219.90	\$46,179.00	\$	225.02	\$47,254.20	\$	230.13	\$48,327.30	\$	235.24	\$49,400.40	\$	240.36	\$50,475.60	\$	245.47	\$51,548.70	\$	250.59	\$52,623.90	\$	255.70	\$53,697.00	\$	260.81	\$54,770.10	\$	265.93	\$55,845.30	\$	271.04	\$56,918.40	\$	276.16	\$57,993.60	\$	281.27	\$59,066.70	\$	286.38	\$60,139.80	\$	291.50	\$61,215.00	\$	296.61	\$62,288.10	\$	301.73	\$63,363.30	\$	306.84	\$64,436.40	\$	311.95	\$65,509.50	\$	317.07	\$66,584.70	\$	322.18	\$67,657.80	\$	327.30	\$68,733.00	\$	332.41	\$69,806.10	\$	337.52	\$70,879.20	\$	342.64	\$71,954.40	\$	347.75	\$73,027.50	\$	352.87	\$74,102.70	\$	357.98	\$75,175.80	\$	363.09	\$76,248.90			
3	\$	209.67	\$44,030.70	\$	214.79	\$45,105.90	\$	219.90	\$46,179.00	\$	225.02	\$47,254.20	\$	230.13	\$48,327.30	\$	235.24	\$49,400.40	\$	240.36	\$50,475.60	\$	245.47	\$51,548.70	\$	250.59	\$52,623.90	\$	255.70	\$53,697.00	\$	260.81	\$54,770.10	\$	265.93	\$55,845.30	\$	271.04	\$56,918.40	\$	276.16	\$57,993.60	\$	281.27	\$59,066.70	\$	286.38	\$60,139.80	\$	291.50	\$61,215.00	\$	296.61	\$62,288.10	\$	301.73	\$63,363.30	\$	306.84	\$64,436.40	\$	311.95	\$65,509.50	\$	317.07	\$66,584.70	\$	322.18	\$67,657.80	\$	327.30	\$68,733.00	\$	332.41	\$69,806.10	\$	337.52	\$70,879.20	\$	342.64	\$71,954.40	\$	347.75	\$73,027.50	\$	352.87	\$74,102.70	\$	357.98	\$75,175.80	\$	363.09	\$76,248.90						
4	\$	214.79	\$45,105.90	\$	219.90	\$46,179.00	\$	225.02	\$47,254.20	\$	230.13	\$48,327.30	\$	235.24	\$49,400.40	\$	240.36	\$50,475.60	\$	245.47	\$51,548.70	\$	250.59	\$52,623.90	\$	255.70	\$53,697.00	\$	260.81	\$54,770.10	\$	265.93	\$55,845.30	\$	271.04	\$56,918.40	\$	276.16	\$57,993.60	\$	281.27	\$59,066.70	\$	286.38	\$60,139.80	\$	291.50	\$61,215.00	\$	296.61	\$62,288.10	\$	301.73	\$63,363.30	\$	306.84	\$64,436.40	\$	311.95	\$65,509.50	\$	317.07	\$66,584.70	\$	322.18	\$67,657.80	\$	327.30	\$68,733.00	\$	332.41	\$69,806.10	\$	337.52	\$70,879.20	\$	342.64	\$71,954.40	\$	347.75	\$73,027.50	\$	352.87	\$74,102.70	\$	357.98	\$75,175.80	\$	363.09	\$76,248.90									
5	\$	219.90	\$46,179.00	\$	225.02	\$47,254.20	\$	230.13	\$48,327.30	\$	235.24	\$49,400.40	\$	240.36	\$50,475.60	\$	245.47	\$51,548.70	\$	250.59	\$52,623.90	\$	255.70	\$53,697.00	\$	260.81	\$54,770.10	\$	265.93	\$55,845.30	\$	271.04	\$56,918.40	\$	276.16	\$57,993.60	\$	281.27	\$59,066.70	\$	286.38	\$60,139.80	\$	291.50	\$61,215.00	\$	296.61	\$62,288.10	\$	301.73	\$63,363.30	\$	306.84	\$64,436.40	\$	311.95	\$65,509.50	\$	317.07	\$66,584.70	\$	322.18	\$67,657.80	\$	327.30	\$68,733.00	\$	332.41	\$69,806.10	\$	337.52	\$70,879.20	\$	342.64	\$71,954.40	\$	347.75	\$73,027.50	\$	352.87	\$74,102.70	\$	357.98	\$75,175.80	\$	363.09	\$76,248.90												
6	\$	225.02	\$47,254.20	\$	230.13	\$48,327.30	\$	235.24	\$49,400.40	\$	240.36	\$50,475.60	\$	245.47	\$51,548.70	\$	250.59	\$52,623.90	\$	255.70	\$53,697.00	\$	260.81	\$54,770.10	\$	265.93	\$55,845.30	\$	271.04	\$56,918.40	\$	276.16	\$57,993.60	\$	281.27	\$59,066.70	\$	286.38	\$60,139.80	\$	291.50	\$61,215.00	\$	296.61	\$62,288.10	\$	301.73	\$63,363.30	\$	306.84	\$64,436.40	\$	311.95	\$65,509.50	\$	317.07	\$66,584.70	\$	322.18	\$67,657.80	\$	327.30	\$68,733.00	\$	332.41	\$69,806.10	\$	337.52	\$70,879.20	\$	342.64	\$71,954.40	\$	347.75	\$73,027.50	\$	352.87	\$74,102.70	\$	357.98	\$75,175.80	\$	363.09	\$76,248.90															
7	\$	230.13	\$48,327.30	\$	235.24	\$49,400.40	\$	240.36	\$50,475.60	\$	245.47	\$51,548.70	\$	250.59	\$52,623.90	\$	255.70	\$53,697.00	\$	260.81	\$54,770.10	\$	265.93	\$55,845.30	\$	271.04	\$56,918.40	\$	276.16	\$57,993.60	\$	281.27	\$59,066.70	\$	286.38	\$60,139.80	\$	291.50	\$61,215.00	\$	296.61	\$62,288.10	\$	301.73	\$63,363.30	\$	306.84	\$64,436.40	\$	311.95	\$65,509.50	\$	317.07	\$66,584.70	\$	322.18	\$67,657.80	\$	327.30	\$68,733.00	\$	332.41	\$69,806.10	\$	337.52	\$70,879.20	\$	342.64	\$71,954.40	\$	347.75	\$73,027.50	\$	352.87	\$74,102.70	\$	357.98	\$75,175.80	\$	363.09	\$76,248.90																		
8	\$	235.24	\$49,400.40	\$	240.36	\$50,475.60	\$	245.47	\$51,548.70	\$	250.59	\$52,623.90	\$	255.70	\$53,697.00	\$	260.81	\$54,770.10	\$	265.93	\$55,845.30	\$	271.04	\$56,918.40	\$	276.16	\$57,993.60	\$	281.27	\$59,066.70	\$	286.38	\$60,139.80	\$	291.50	\$61,215.00	\$	296.61	\$62,288.10	\$	301.73	\$63,363.30	\$	306.84	\$64,436.40	\$	311.95	\$65,509.50	\$	317.07	\$66,584.70	\$	322.18	\$67,657.80	\$	327.30	\$68,733.00	\$	332.41	\$69,806.10	\$	337.52	\$70,879.20	\$	342.64	\$71,954.40	\$	347.75	\$73,027.50	\$	352.87	\$74,102.70	\$	357.98	\$75,175.80	\$	363.09	\$76,248.90																					
9	\$	240.36	\$50,475.60	\$	245.47	\$51,548.70	\$	250.59	\$52,623.90	\$	255.70	\$53,697.00	\$	260.81	\$54,770.10	\$	265.93	\$55,845.30	\$	271.04	\$56,918.40	\$	276.16	\$57,993.60	\$	281.27	\$59,066.70	\$	286.38	\$60,139.80	\$	291.50	\$61,215.00	\$	296.61	\$62,288.10	\$	301.73	\$63,363.30	\$	306.84	\$64,436.40	\$	311.95	\$65,509.50	\$	317.07	\$66,584.70	\$	322.18	\$67,657.80	\$	327.30	\$68,733.00	\$	332.41	\$69,806.10	\$	337.52	\$70,879.20	\$	342.64	\$71,954.40	\$	347.75	\$73,027.50	\$	352.87	\$74,102.70	\$	357.98	\$75,175.80	\$	363.09	\$76,248.90																								
10	\$	245.47	\$51,548.70	\$	250.59	\$52,623.90	\$	255.70	\$53,697.00	\$	260.81	\$54,770.10	\$	265.93	\$55,845.30	\$	271.04	\$56,918.40	\$	276.16	\$57,993.60	\$	281.27	\$59,066.70	\$	286.38	\$60,139.80	\$	291.50	\$61,215.00	\$	296.61	\$62,288.10	\$	301.73	\$63,363.30	\$	306.84	\$64,436.40	\$	311.95	\$65,509.50	\$	317.07	\$66,584.70	\$	322.18	\$67,657.80	\$	327.30	\$68,733.00	\$	332.41	\$69,806.10	\$	337.52	\$70,879.20	\$	342.64	\$71,954.40	\$	347.75	\$73,027.50	\$	352.87	\$74,102.70	\$	357.98	\$75,175.80	\$	363.09	\$76,248.90																											
11	\$	250.59	\$52,623.90	\$	255.70	\$53,697.00	\$	260.81	\$54,770.10	\$	265.93	\$55,845.30	\$	271.04	\$56,918.40	\$	276.16	\$57,993.60	\$	281.27	\$59,066.70	\$	286.38	\$60,139.80	\$	291.50	\$61,215.00	\$	296.61	\$62,288.10	\$	301.73	\$63,363.30	\$	306.84	\$64,436.40	\$	311.95	\$65,509.50	\$	317.07	\$66,584.70	\$	322.18	\$67,657.80	\$	327.30	\$68,733.00	\$	332.41	\$69,806.10	\$	337.52	\$70,879.20	\$	342.64	\$71,954.40	\$	347.75	\$73,027.50	\$	352.87	\$74,102.70	\$	357.98	\$75,175.80	\$	363.09	\$76,248.90																														
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13	\$	260.81	\$54,770.10	\$	265.93	\$55,845.30	\$	271.04	\$56,918.40	\$	276.16	\$57,993.60	\$	281.27	\$59,066.70	\$	286.38	\$60,139.80	\$	291.50	\$61,215.00	\$	296.61	\$62,288.10	\$	301.73	\$63,363.30	\$	306.84	\$64,436.40	\$	311.95	\$65,509.50	\$	317.07	\$66,584.70	\$	322.18	\$67,657.80	\$	327.30	\$68,733.00	\$	332.41	\$69,806.10	\$	337.52	\$70,879.20	\$	342.64	\$71,954.40	\$	347.75	\$73,027.50	\$	352.87	\$74,102.70	\$	357.98	\$75,175.80	\$	363.09	\$76,248.90																																				
14	\$	265.93	\$55,845.30	\$	271.04	\$56,918.40	\$	276.16	\$57,993.60	\$	281.27	\$59,066.70	\$	286.38	\$60,139.80	\$	291.50	\$61,215.00	\$	296.61	\$62,288.10	\$	301.73	\$63,363.30	\$	306.84	\$64,436.40	\$	311.95	\$65,509.50	\$	317.07	\$66,584.70	\$	322.18	\$67,657.80	\$	327.30	\$68,733.00	\$	332.41	\$69,806.10	\$	337.52	\$70,879.20	\$	342.64	\$71,954.40	\$	347.75	\$73,027.50	\$	352.87	\$74,102.70	\$	357.98	\$75,175.80	\$	363.09	\$76,248.90																																							
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Effective 1 July 2000 all Physical Therapists will be hired on Salary Schedule Appendix C. Existing Physical Therapist employees will remain on the existing Physical Therapist Salary Schedule

APPENDIX E

The Individual Growth Plan (IGP) Beliefs

1. All employees are eligible to participate in the plan.
2. All employees wish to work toward continuous professional and personal growth.
3. All employees are capable of making an objective assessment of their performance.
4. All employees have or are willing to develop trusting relationships.
5. Professional growth is enhanced through cooperative networking and sharing.
6. Risk taking is the cornerstone of professional growth in a safe and secure environment.

STEPS IN THE INDIVIDUAL GROWTH PLAN PROCESS

STEP 1 Selection of growth plan participants

After the completion of the probationary period immediate supervisors will review the performance of probationary employees under their supervision to determine whether they meet the minimum competencies established for their job classifications.

The probationary period is defined as the first three consecutive work years for all licensed positions, the first 90 days of continuous employment for all non-licensed positions, or the inclusive period of time assigned by a supervisor to an employee who needs to meet the minimum requirements of the job.

The following specific job competencies are developed by those working in each job classification. The job competencies for all Agency employees address the following commitment statements.

- Treat all customers with dignity and respect
- Work collaboratively to meet the needs of the customer
- Create internal and external quality communication networks
- Provide quality programs and services equitably
- Continuous personal and professional growth
- Promote a supportive work environment
- Assertive leadership

The specific job competencies under each of these commitment statements are listed on separate competency forms for each job classification.

Following the review of the employee's job performance in all of the competency areas, the immediate supervisor makes a summative determination regarding the employee's overall job performance. While an employee's performance may vary on individual competencies, eligibility for participation in an IGP is based on the immediate supervisor's overall review of the employee's job performance.

The immediate supervisor signs the competency form indicating that (1) “yes” the employee does meet minimal competency requirements and is eligible to develop and IGP or (2) “no” the employee does not meet minimal competency requirements and is not eligible to develop an IGP. The competency form is sent to the Administrative Services Office and is placed in the staff member’s personnel folder. Those employees viewed as meeting minimal competencies will be given the opportunity to develop an IGP for the following year.

In May of each year, the Administrative Services Office will notify employees in writing of their IGP eligibility status and will provide them with a copy of the competency form signed by their immediate supervisors.

For employees who are considered eligible for the IGP: all eligible employees are requested to notify the Administrative Services Office as to whether they plan to develop and IGP for the following school year. On a form provided by the Administrative Services Office at the time they are notified of the IGP eligibility status, employees are asked to choose one of the following options:

- If they are scheduled to be evaluated during the school year, they may choose to begin using the IGP immediately.
- They may choose to participate in the IGP beginning at the time of their next scheduled evaluation.
- They may choose to be evaluated according to the existing evaluation procedure.

If employees choose the first option above, they are to complete the Plan Documentation form (items 1-3), also provided by the Administrative Services Office, and return the white and yellow copies to the Administrative Services Office. They are to keep the pink copy of the Plan Documentation form for their use during the year. The Administrative Services Office will return the remaining copies of the Plan Documentation form to them for completion the following spring.

If employees chooses the existing evaluation process, their supervisor will contact them regarding the procedures that will be used. If they select the IGP, the Administrative Services Office will inform their supervisor of that decision, so that the supervisor will not to use the existing evaluation system.

Once an employee chooses to develop an IGP, the individual is responsible for completing the remaining steps in the process. The immediate supervisor is available to offer guidance if requested by the employee. However, the employee is under no obligation to involve the immediate supervisor in the IGP process beyond determination of eligibility unless Agency support, described under Step 4, is needed.

For employees who are not considered eligible for the IGP: Employees who are determined by their immediate supervisor not to be eligible for the IGP will be evaluated using the existing evaluation procedures for their respective job classifications. Employees may use established grievance procedures to appeal that decision.

STEP 2. Self-analysis of professional skills and/or personal issues

Once employees have decided to develop an IGP, they will review their professional skills and/or personal issues for their impact on their job performance.

While no specific format is provided for this analysis or for plan development, employees may want to consider the following questions:

- On which competency/competencies am I focusing?
- How do I expect to grow professionally/personally from my growth plan?
- How do I intend to accomplish my plan?
- What stages and/or deadlines do I need to consider in my growth plan?
- How do I intend to share my growth plan with my Plan Associate?

No specific format is provided for documentation of Steps 2 through 6. Employees should complete sufficient enough documentation to establish their growth areas(s), to determine their progress on their IGP, and to complete final documentation.

STEP 3 Identification of growth area(s) related to the Agency's mission and goals

Following self analysis, employees identify one or more growth area(s) related to the Agency's mission and goals that they have chosen for the next IGP period.

STEP 4 Selection of activities, identification of Plan Associate, description of Agency support needed

Employees will select the activities to be initiated to accomplish the growth area(s) identified in Step 3. Selection of these activities is at the discretion of the employees.

The employees will then choose a Peer Associate, or the person who will assist them in the IGP process. The Plan Associate can be any regular (full-time or part-time) employee of the agency or can be an individual from outside the Agency who can provide the assistance/guidance needed during the IGP process.

When employees need Agency support, i.e., money, release time, or other resources, to complete their IGP, they will need to discuss these needs with their immediate supervisor and submit an appropriate Written Request when needed. If Agency funds are not available to support the IGP, the employee can choose to pursue the IGP at their own expense.

At this point, employees begin implementation of IGP activities. The IGP's beginning date is recorded on the employee's copy of the Plan Documentation form.

STEP 5 Monitoring and self assessment

The employee will be responsible for the collecting of data used to assess the growth plan. The type and amount of data collected will be dependent on the relevance to the growth area(s) selected. The Plan Associate will assist the employee in monitoring progress on the IGP activities. Dates that the employee and the Plan Associate meet to monitor the employee's progress will be documented on the employee's copy of the Plan Documentation form.

When the employee and the Plan Associate determine that the IGP has been completed, the date is recorded on the employee's copy of the Plan Documentation form.

STEP 6 Final written summary

A final written summary of the IGP activities is written by the employee and shared with the Plan Associate. This summary highlights the IGP activities and accomplishments. The final written summary is retained by the employee. Upon request of the employee, a copy of the written summary may be placed in the employee's personnel file.

STEP 7 Final documentation

In the spring of each year, the Administrative Services Office returns the white and yellow copies of the Plan Documentation form to the employee. Once the final written summary has been written, the employee makes certain that items 4 through 9 (including employee and Plan Associate signatures) are completed on all copies of the Plan Documentation form. The employee retains the yellow copy and returns the white copy to the Administrative Services Office.

Step 7 completes the IGP process for one year. Eligible employees, who choose to participate in the IGP process during the next year, begin the cycle again.

APPENDIX F

**Memorandum of Understanding
Between Mississippi Bend Area Education Agency and PSO
for the 2002 – 2003 Contract Year**

Mississippi Bend Area Education Agency and PSO mutually agree to take \$10,088.35 from the PSO severance fund to fund the lane movement to step 33 for 9 staff. The following is a listing of those staff included:

Larry Hartwig
Caroline Kimple
Anne Murray
Sue Rowley
Les Schmeltz

Ron Stuart
Gary Tschantz
Dave Wallace
Lonny Wilson

The use of severance money for this proposal is for 2002 – 2003 only and will not be repeated. It is further noted that this will not be viewed as a past practice. The \$10,088.35 will be repaid out of the 2003 – 2004 package 30 June 2003.

Tom Wirtz
Director of Administrative Services
Mississippi Bend Area Education Agency

Tom Saelens
Chief Negotiator
PSO

Date

Date

APPENDIX G

Memorandum of Agreement

Professional Staff Organization and Mississippi Bend Area Education Agency agree to move all Program Leader positions into the unit on the regular salary schedule at a cell determined by the agency. The fringe benefits that the current Program Leaders have will be maintained as long as the incumbent remains in the respective position. When the incumbent leaves the position, the fringe benefits will those be available to all employees covered under the contract. It is further agreed that the current posted Program Leader for Professional Development Teams will be eligible to enter the PSO unit under the same criteria as the above mentioned Program Leaders.

Tom Wirtz
Director of Administrative Services
Mississippi Bend Area Education Agency

Tom Saelens
Chief Negotiator
PSO

Date

Date